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LABOUR & E. S. I. DEPARTMENT

NOTIFICATION

The 27th November 2012

No. 9688—IR-(ID)-85/2011-LESI.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Award, dated the 26th October 2012 in Industrial Dispute Case No. 10/2011 of the Presiding Officer, Labour Court, Bhubaneswar to whom the industrial dispute between the Management of M/s Maheswary Ispat Ltd., Khuntuni, Cuttack & its workman Shri N. K. Behera was referred to for adjudication is hereby published as in the Schedule below :

SCHEDULE

IN THE LABOUR COURT, BHUBANESWAR

INDUSTRIAL DISPUTE CASE No. 10 OF 2011

Dated the 26th October 2012

Present :

S. A. K. Z. Ahamed),
Presiding Officer, Labour Court,
Bhubaneswar.

Between :

The Management of
M/s Maheswary Ispat Ltd.,

Khuntuni, Cuttack.

And

Their Workman
Shri N. K. Behera

.. First Party—Management

.. Second Party—Workman

Appearances :

N O N E

Shri N. K. Behera

.. For the First Party—Management

.. Second Party—Workman himself

A W A R D

The Government of Odisha in the Labour & Employment Department (presently the Labour & ESI Deptt.) in exercise of powers conferred upon them by Sub-section (5) of Section 12 read with Clause (C) of sub-section (1) of Section (10) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Court for adjudication vide their Order No. 8532—ID-85/11/LE., dated the 19th September, 2011:—

“Whether the termination of services of Shri Nabakishore Behera, Driver by the management of M/s Maheswary Ispat Ltd., At Rampei, P. O. Khuntuni, Dist Cuttack w.e.f. the 5th November 2009 is legal and/or justified ? If not, what relief Shri Behera is entitled to ?”

2. The case of the workman in brief, as set out in his statement of calim is that he joined as Driver under the management with effect from the 27th October 2005 on a monthly salary of Rs. 2,500. He was discharging his duties to the utmost best satisfaction of the authorities. After rendering continuous service, the management confirmed the workman in the post of Driver with effect from the 20th October 2008 on a monthly salary of Rs. 3,500. According to the workman, at the time of termination of his service, he was drawing monthly salary of Rs. 4,000. While working as such, all of a sudden without any rhyme or reason, the workman was not allowed to perform his duty with effect from the 5th November 2009 and terminated his service by way of refusal of employment. At the time of termination of his service, the management has not given any prior notice or notice pay and retrenchment compensation as required under the Industrial Disputes Act, 1947. According to the workman from the date of his joining till the date of termination, he had worked continuously for more than four years and he has completed 240 days of service in each calendar year. On those back grounds, the workman has prayed for his reinstatement in service with full back wages and other service benefits.

3. On the other hand, inspite of valid notices, the management neither appeared and filed written statement nor contest the present proceeding and ultimately the management was set *ex parte* vide Order dated the 7th June 2012.

4. In the *ex parte* hearing, in order to substantiate his plea, the workman has examined himself as W. W. 1 and proved the copy of Provident Fund Slips, copy of Appointment Letter dated the 20th October 2008 and the copy of letters of the District Labour Officer, Cuttack under the cover of Exts. 1 to 3 respectively.

5. In view of the unchallenged testimony of W. W. 1, it is manifest from the documents i.e. Exts. 1 to 3 that the workman was working as Driver under the management and has completed

240 days of service in twelve calendar months preceding to the date of termination and also while terminating the services by way of refusal of employment, no one month prior notice or notice pay in lieu thereof and retrenchment compensation was paid to him. So the management has violated the mandatory provisions of Section 25-F of the Industrial Disputes Act, 1947. Therefore, the termination of service of the workman by the management with effect from the 5th November 2009 is neither legal nor justified. So the workman is entitled to be reinstated in service with full back wages.

6. Hence Ordered :

That the termination of services of Shri Nabakishore Behera, Driver by the management of M/s Maheswary Ispat Ltd., At Rampei, P. O. Khuntuni, Dist Cuttack with effect from the 5th November 2009 is illegal and unjustified. The workman Shri Behera is entitled to be reinstated in service with full back wages.

The reference is answered accordingly *ex parte*.

Dictated and corrected by me.

S. A. K.Z. AHAMED
26-10-2012
Presiding Officer
Labor Court, Bhubaneswar.

S. A. K.Z. AHAMED
26-10-2012
Presiding Officer
Labor Court, Bhubaneswar.

By order of the Governor
J. DALANAYAK
Under-Secretary to Government